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8 Attorneys for Plaintiff  
 9 RYAN GERLACH

FILED  
 2012 JUN 28 PM 12:03  
 CLERK U.S. DISTRICT COURT  
 CENTRAL DIST. OF CALIF.  
 SANTA ANA

10 UNITED STATES DISTRICT COURT FOR THE  
 11 CENTRAL DISTRICT OF CALIFORNIA

12 RYAN GERLACH,

13 Plaintiff,

14 vs.

15 SRA ASSOCIATES, INC., CIGPF I CORP,  
 16 AMERICAN CORADIUS  
 17 INTERNATIONAL, LLC, SYSTEMS AND  
 18 SERVICES TECHNOLOGIES, INC., NCO,  
 19 INC., EXPERT GLOBAL SOLUTIONS,  
 20 INC., AND DOES 1 TO 10,

21 Defendants.

CASE NO. **SACV12-01058 JST (Ex)**

COMPLAINT FOR DAMAGES

22 INTRODUCTION

23 1. This is an action for actual and statutory damages brought by Plaintiff, RYAN  
 24 GERLACH, an individual consumer, against Defendants SRA ASSOCIATES, INC. (hereinafter  
 25 "SRA"), a debt collection agency, CIGPF I CORP (hereinafter "CIGPF"), a consumer creditor,  
 26 AMERICAN CORADIUS INTERNATIONAL, LLC (hereinafter "ACT"), a debt collection  
 27 agency, SYSTEMS AND SERVICES TECHNOLOGIES, INC. ("hereinafter "SST"), a debt  
 28 collection agency, NCO, INC. (hereinafter "NCO"), a debt collection company, and EXPERT  
 GLOBAL SOLUTIONS, INC. (hereinafter "EGS"), a corporation, for breach of contract, fraud,  
 and violations of the California Rosenthal Fair Debt Collection Practices Act, California Civil

1 Code §1788 et. seq. (hereinafter "RFDCPA") and the Fair Debt Collection Practices Act, 15  
 2 U.S.C. § 1692 et seq. (hereinafter "FDCPA"), which prohibits debt collectors from engaging in  
 3 abusive, deceptive and unfair debt collection practices.

4 2. Mr. Gerlach makes these allegations on information and belief, with the exception of  
 5 those allegations that pertain to himself which he alleges on personal knowledge.

6 3. Unless otherwise stated, plaintiff alleges that any violations by Defendants were  
 7 knowing and intentional and that Defendants did not maintain procedures reasonably adapted  
 8 to avoid any such violation.

### 9 JURISDICTION AND VENUE

10 4. Subject-matter jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331, 15 U.S.C.  
 11 §1692(k) and 28 U.S.C. §1367 for supplemental state claims.

12 5. A court of this state may exercise jurisdiction on any basis not inconsistent with the  
 13 Constitution of this state or of the United States. Cal. Civ. Proc. Code Ann. § 410.10 (West).  
 14 Personal jurisdiction is established for the following Defendants because their activity within the  
 15 state of California constitutes sufficient "minimum contacts." World-Wide Volkswagen Corp. v.  
 16 Woodson, 444 U.S. 286, 291 (1980). These Defendants have an agent for service of process in  
 17 California and are incorporated in California for the purpose of carrying on their debt collection  
 18 businesses. Therefore, since the Defendants availed themselves of the privileges of the State of  
 19 California, it is "foreseeable" that they would have to defend a lawsuit there. Id. at 297.

20 6. ACI's agent for service of process is the CSC- Lawyers' Incorporating Service located at  
 21 2710 Gateway Oaks Dr. Suite 150N, Sacramento, CA 95833. SRA's agent for service of process  
 22 is the CSC- Lawyers' Incorporating Service located at 2710 Gateway Oaks Dr. Suite 150N,  
 23 Sacramento, CA 95833. NCO's and SST's agent for service of process is CT Corporation  
 24 System located at 818 W Seventh St. Los Angeles, CA 90017. NCO and/or SST maintain several  
 25 facilities in California.

26 7. Venue is proper pursuant to 28 U.S.C. §1391. Venue is proper where a substantial part of  
 27 the events giving rise to the claim occurred or where any Defendant reside. Since the Defendants  
 28 are not natural persons, venue is proper where they are subject to personal jurisdiction, which is

1 established in Paragraph 6 as being California. Further, venue is established because a substantial  
2 part of the events giving rise to the Plaintiff's claim occurred in California, the negotiation of the  
3 settlement agreement contract.

#### 4 THE PARTIES

5 8. Plaintiff, Mr. Gerlach, is a natural person residing in Jefferson County, in the State of  
6 Illinois.

7 9. Defendant, SRA Associates, Inc., is incorporated in California and New Jersey. SRA  
8 does business nationally as a debt collection agency.

9 10. Defendant, CIGPF I Corp., is incorporated as a domestic corporation in the State of New  
10 York and as a foreign corporation in Illinois. CIGPF does business nationally as a creditor.

11 11. Defendant, ACI, is a registered LLC in California, and does business as a debt collection  
12 agency.

13 12. Defendant, Expert Global Solutions, Inc. EGS is incorporated in several states and does  
14 business internationally, providing a multitude of services.

15 13. Defendant, NCO, is incorporated in California and does business as a debt collection  
16 agency nationally. NCO is owned by Defendant, EGS.

17 14. Defendant, SST, is incorporated in several states and does business nationally as a debt  
18 collection agency. SST is owned by NCO.

19 15. Mr. Gerlach is allegedly obligated to pay a debt and is a "consumer" as that term is  
20 defined by 15 U.S.C. §1692a(3).

21 16. Defendants are persons who use an instrumentality of interstate commerce or the mails in  
22 a business the principal purpose of which is the collection of debts, or who regularly collects or  
23 attempts to collect, directly or indirectly debts owed or due or asserted to be owed or due another  
24 and are therefore "debt collectors" as that phrase is defined by 15 U.S.C. §1692a(6).

25 17. Mr. Gerlach is a natural person from whom a debt collector sought to collect a consumer  
26 debt which was due and owing or alleged to be due and owing from Mr. Gerlach, and is a  
27 "debtor" as that term is defined by California Civil Code §1788.2(h).

28 18. Defendants SRA, NCO, ACI, SST, and EGS, in the ordinary course of business,



1 regularly, on behalf of others, engage in debt collection as that term is defined by California  
2 Civil Code §1788.2(b), are therefore a debt collectors as that term is defined by California Civil  
3 Code §1788.2(c). Specifically in this case Defendants, in the ordinary course of business,  
4 engaged in debt collection as that term is defined by California Civil Code §1788.2(b) with  
5 regard to the debt allegedly owed by Mr. Gerlach to CIGPF, originally debt owed to Providian  
6 Credit Corporation ("Providian").

7 19. This case involves money alleged to be due or owing from a natural person by reason of a  
8 consumer credit transaction. As such, this action arises out of a consumer debt and "consumer  
9 credit" as those terms are defined by California Civil Code §1788.2(f).

#### 10 **FACTUAL ALLEGATIONS**

11 20. At all times relevant to this matter, Mr. Gerlach was an individual residing within the  
12 State of Illinois.

13 21. At all times relevant, Defendants negotiated the settlement contract at issue in the state of  
14 California.

15 22. Some time before January 1, 2009, Mr. Gerlach is alleged to have incurred certain  
16 financial obligations to Defendant CIGPF, which was originally debt owed to Providian.

17 23. These financial obligations were primarily for personal family or household purposes and  
18 are therefore a "debt" as that term is defined by 15 U.S.C. §1692a(5).

19 24. These alleged obligations were money, property, or their equivalent, which is alleged to  
20 be due or owing, from a natural person to another person and are therefore a "debt" as that term  
21 is defined by California Civil Code §1788.2(d), and a "consumer debt" as that term is defined by  
22 California Civil Code §1788.2(f).

23 25. Mr. Gerlach allegedly fell behind in the payments allegedly owed on the alleged debt to  
24 Providian. Mr. Gerlach takes no position as to the validity of this alleged debt.

25 26. Thereafter on an unknown date, the alleged debt was assigned, placed or otherwise  
26 transferred to ACI and/or NCO for collection. CIGPF became the new creditor for the debt.

27 27. One or more of the Defendants represented that as the assigned debt collector for Mr.  
28 Gerlach's consumer debt ending in \*842, one or more of the Defendants had the ability to bind

1 its client CIGPF in any settlement agreement contract entered into with Mr. Gerlach.

2 28. In its capacity as CIGPF's agent, Defendant SRA prepared a written settlement contract  
3 resolving in full the "consumer debt" ending in \*842 allegedly owed by Mr. Gerlach to CIGPF,  
4 originally owed to Providian. (See Exhibit "A" to the Complaint)

5 29. The terms of the settlement agreement required \$2,300 as a settlement in full to be made  
6 in five payments; \$1,178 on or before May 31, 2011; \$280.50 on or before June 27, 2011;  
7 \$280.50 on or before July 27, 2011; \$280.50 on or before August 26, 2011; and \$280.50 on or  
8 before September 27, 2011.

9 30. Defendant SRA and/or any other Defendants were to process the payment.

10 31. In consideration for this payment, Mr. Gerlach would receive from Defendants a  
11 discharge in full of his alleged consumer debt ending in \*842 along with appropriate notification  
12 to the credit reporting agencies thereafter, as required by law.

13 32. Defendant SRA and/or any other Defendants arranged for the payment to be processed  
14 using check #6003, dated July 27, 2011.

15 33. Mr. Gerlach timely made his July 27, 2011 payment.

16 34. Subsequently, on or around August 11, 2011, Mr. Gerlach learned for the first time that  
17 SRA and/or any other Defendants failed to process the payment.

18 35. On an unknown date, ACI contacted Mr. Gerlach in an attempt to collect on the debt  
19 again.

20 36. Through this conduct, which includes, but is not limited to breach of the settlement  
21 agreement, fraud, the false, misleading, deceptive, unfair or unconscionable practice of initiating  
22 and entering into a settlement agreement then placing the account with a different third party  
23 debt collector for further collection, the natural consequences of which was to harass, oppress  
24 and abuse Mr. Gerlach in connection with the collection of an already settled debt, Defendants  
25 SRA, NCO, and EGS violated RFDCPA §1788.13(e) and RFDCPA §1788.14(b).

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**COUNT I**

**BREACH OF CONTRACT**

37. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs.

38. The consideration set forth in the May 26, 2011 settlement agreement contract was fair and reasonable.

39. Mr. Gerlach performed all conditions, covenants, and promises required to be performed in accordance with the terms and conditions of the May 26, 2011 settlement agreement contract.

40. On or about July 27, 2011 one or more Defendants breached said agreement by refusing to accept Mr. Gerlach's payment pursuant to the terms of the settlement agreement contract.

41. By reason of Defendants breach of said settlement agreement contract as herein alleged, Mr. Gerlach, already suffered actual damages in the sum of \$1,739.00, the amount he paid pursuant to the settlement agreement that Defendant(s) breached.

42. Plaintiff prays to recover attorney fees incurred in the enforcement of the provisions of the settlement agreement contract and enforcement of the settlement agreement contract.

**COUNT II**

**ACTUAL FRAUD**

43. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs.

44. One or more Defendants made representations that the settlement agreement contract would end the dispute. Defendant(s) knew that these representations were false, as is evidenced by their further conduct to sell the purported debt of Mr. Gerlach to one or more other Defendants.

45. On or about May 26, 2011, with full knowledge and intent to induce Mr. Gerlach to pay, Defendants presented Mr. Gerlach with the settlement agreement contract regarding his alleged consumer credit account ending in \*842 with Providian, later allegedly acquired by CIGPF. Defendants made a promise without any intention of performing it.

46. Mr. Gerlach relying on the representations made by one or more Defendants, entered into the settlement contract and made the initial payment of \$1,178, and subsequent payments of \$280.50.



47. The reliance on the part of Mr. Gerlach is justifiable because a reasonable person in his position would want to settle the case rather than go to litigation against powerful credit card companies. Notwithstanding how the purported debt came to exist or how the situation came to the settlement negotiations, Mr. Gerlach was reasonable in believing that the Defendants would be true to their words and representations.

48. SRA and/or one or more other Defendants led Mr. Gerlach to believe that the account ending in \*842 was resolved and SRA and/or one or more other Defendants intentionally hid the fact that it did not process the payments made by Mr. Gerlach; never giving him notice that the account was recalled or had otherwise been transferred to CIGPF.

49. Once Mr. Gerlach's account ending in \*842 was transferred to one of the Defendants, another consumer debt collector, the new debt collector refused to honor the original settlement agreement. Mr. Gerlach suffered damages because the new debt collector, one of the Defendants, instead demanded renegotiations based on a new, higher balance, due to the accrual of interest.

50. As a result, Mr. Gerlach prays for actual and punitive damages for Defendants' fraud as well as any other such relief as the court deems appropriate.

### COUNT III

## FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)

15 U.S.C. §§ 1692 ET SEQ.

51. Mr. Gerlach repeats, re-alleges, and incorporates by reference, all other paragraphs.

52. The foregoing acts and omissions constitute numerous and multiple violations of the FDCPA, including but not limited to each and every one of the above cited provisions of the FDCPA, 15 U.S.C. §1692 et seq.

53. One or more Defendants used false or deceptive practices to collect the debt purported to be owed by Mr. Gerlach. 15 U.S.C. §1692e(10).

54. As a result of each and every violation of the FD CPA, Mr. Gerlach is entitled to any actual damages pursuant to 15 U.S.C. §1692k(a)(1); statutory damages in an amount up to \$1,000 pursuant to 15 U.S.C. §1692k(a)(2)(A); and reasonable attorney's fees and costs pursuant to 15 U.S.C. §1692k(a)(3) from Defendants.

**COUNT IV**

**ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT (RFDCPA)**

**CAL. CIV. CODE §§1788-1788.32**

55. Mr. Gerlach repeats, re-alleges, and incorporates by reference, all other paragraphs.

56. The foregoing acts and omissions constitute numerous and multiple violations of the RFDCPA, including but not limited to each and every one of the above cited provisions of the RFDCPA, California Civil Code §§1788-1788.32.

57. One or more Defendants used false or deceptive practices to collect the debt purported to be owed by Mr. Gerlach. California Civil Code §1788.17.

58. As a result of each and every violation of the RFDCPA, Mr. Gerlach is entitled to any actual damages pursuant to California Civil Code §1788.30(a); statutory damages for a knowing or willful violation in the amount up to \$1,000 pursuant to California Civil Code §1788.30(b); and reasonable attorney's fees and costs pursuant to California Civil Code §1788.30(c) from the Defendants.

59. As a result of the above violations of the Rosenthal Act, the Defendant is liable to Mr. Gerlach in the sum of Mr. Gerlach's actual damages, statutory damages in an amount up to \$1,000 and reasonable attorney's fees and costs from the Defendants.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that Judgment be entered against the Defendant:

1. For a monetary award in the amounts of:

(a) Plaintiff's actual damages;

(b) \$1,000.00 statutory damages, pursuant to 15 U.S.C. § 1692k;

(c) \$1,000.00 statutory damages, pursuant to C.C. §1788.30(b);

(d) \$1,000.00 statutory damages, pursuant to 15 U.S.C. §1681n(a)(1)(A)

(e) Punitive Damages for fraud and for a knowing or willful violation in the amount of not less than \$100 and up to \$5,000 for each violation as the court deems proper pursuant to California Civil Code §1785.31(a)(2)(B) and 15 U.S.C. §1681n(a)(1)(B)(2);




1 (f) Restitution pursuant to Cal. Bus. & Prof. Code §17200;

2 (g) Costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k, C.C. §1788.30(c)  
3 and 15 U.S.C. §1681n(a)(1)(B)(3);

4 2. For such other and further relief as the Court may deem just and proper.

5 Respectfully Submitted

6 Dated: 6/24/12

7 By   
8 Craig Zimmerman, Esq. (#167545)  
9 Gloria Ma, Esq. (#148708)  
10 Law Offices of Craig Zimmerman  
11 Attorneys for Plaintiff  
12 RYAN GERLACH  
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UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> ) Ryan Gerlach	<b>DEFENDANTS</b> SRA Associates, Inc., CIGPF I Corp, American Coradius International, LLC, Systems and Services Technologies, Inc., NCO, Inc., Expert Global Solutions, Inc., And Does 1 to 10,
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Law Offices of Craig Zimmerman, Craig Zimmerman, Esq. (#167545)/Gloria Ha, Esq. (#148708) 1221 E. Dyer Road, Suite 120, Santa Ana, CA 92705; Tel: 714-933-4506	<b>Attorneys (If Known)</b>

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:33%; border: none;">Citizen of This State</td> <td style="width:33%; border: none;">PTF DEF <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 1</td> <td style="width:33%; border: none;">Incorporated or Principal Place of Business in this State</td> <td style="width:33%; border: none;">PTF DEF <input type="checkbox"/> 4 <input type="checkbox"/></td> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="border: none;"><input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 2</td> <td style="border: none;">Incorporated and Principal Place of Business in Another State</td> <td style="border: none;"><input type="checkbox"/> 5 <input type="checkbox"/></td> </tr> <tr> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="border: none;"><input type="checkbox"/> 3 <input type="checkbox"/> 3</td> <td style="border: none;">Foreign Nation</td> <td style="border: none;"><input type="checkbox"/> 6 <input type="checkbox"/></td> </tr> </table>	Citizen of This State	PTF DEF <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF DEF <input type="checkbox"/> 4 <input type="checkbox"/>	Citizen of Another State	<input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5 <input type="checkbox"/>	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/>
Citizen of This State	PTF DEF <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF DEF <input type="checkbox"/> 4 <input type="checkbox"/>										
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/>										

<b>IV. ORIGIN</b> (Place an X in one box only.) <input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify): <input type="checkbox"/> 6 Multi-District Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
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<b>V. REQUESTED IN COMPLAINT:</b> JURY DEMAND: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Check 'Yes' only if demanded in complaint.)	<b>CLASS ACTION</b> under F.R.C.P. 23: <input type="checkbox"/> Yes <input type="checkbox"/> No <b>MONEY DEMANDED IN COMPLAINT:</b> \$
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<b>VI. CAUSE OF ACTION</b> (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) RFDCPA, FDCPA, Actual Fraud, Breach of Contract; Defendant engaged in unfair debt collection practices in violation of 15 USC 1692 and numerous state and comm law causes of action
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<b>VII. NATURE OF SUIT</b> (Place an X in one box only.)					
<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>TORTS</b> <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Habeas Corpus <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standard Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUIT</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 2 USC 7609

FOR OFFICE USE ONLY: Case Number: **SACV12-01058 JST (Ex)**

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.



UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEETVIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.  
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Mount Vernon, IL

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.  
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles Sacramento	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.  
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): \_\_\_\_\_

Date June 22, 2012

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))



**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Josephine Tucker and the assigned discovery Magistrate Judge is Charles Eick.

The case number on all documents filed with the Court should read as follows:

**SACV12- 1058 JST (Ex)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

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**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☐ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☒ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Craig Zimmerman, Esq. (#167545)  
 Gloria Ha, Esq. (#148708)  
 Law Offices of Craig Zimmerman  
 1221 East Dyer Road, Suite 120  
 Santa Ana, CA 92705  
 Tel: 714-933-4506; Fax: 714-545-2311

**UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA**

Ryan Gerlach

CASE NUMBER

**SACV12-01058 JST (Ex)**

PLAINTIFF(S)

v.

SRA Associates, Inc., CIGPF I Corp, American  
 Coradius International, LLC, Systems and Services  
 Technologies, Inc., NCO, Inc., Expert Global Solutions  
 Inc., And Does 1 to 10, DEFENDANT(S).

**SUMMONS**

TO: DEFENDANT(S): SRA Associates, Inc., CIGPF I Corp, American Coradius International, LLC,  
Systems and Services Technologies, Inc., NCO, Inc., Expert Global Solutions, Inc., And Does 1 to 10.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Gloria Ha, whose address is 1221 E. Dyer Road, Suite 120, Santa Ana, CA 92705. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: JUN 28 2012

By: ROLLS ROYCE  
 Deputy Clerk



(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].